

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

ASHLEY BOSHEA  
Administrator of the Estate of  
DAVID J. BOSHEA

Plaintiff,

v.

COMPASS MARKETING, INC.

Defendant.

Case No. 1:21-CV-00309-ELH

\* \* \* \* \*

VERDICT FORM

I. Breach of Contract

1. Do you find that Plaintiff Ashley Boshea, as Administrator of the Estate of David John Boshea ("Mr. Boshea," "David Boshea," or "Estate of David Boshea"), has proven by a preponderance of the evidence that David Boshea and Compass Marketing, Inc. ("Compass") entered into a written contract by which Compass agreed to pay David Boshea a severance payment up to \$540,000.00?

YES ☒ NO ☐

If you answered "YES" to Question No. 1, please proceed to Question No. 3. If you answered "NO" to Question No. 1, please proceed to Question No. 2.

2. Do you find that Plaintiff, the Estate of David Boshea, has proven by a preponderance of the evidence that David Boshea and Compass entered into an oral contract by which Compass agreed to pay David Boshea a severance payment up to \$540,000.00?

YES ☐ NO ☐

If you answered "YES" to Question No. 2, please proceed to Question No. 3. If you answered "NO" to Question No. 2, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

3. Do you find that Plaintiff David Boshea has proven by a preponderance of the evidence that Defendant Compass breached a contract with David Boshea by failing to pay severance to David Boshea?

YES ☒ NO ☐

If you answered "YES" to Question No. 3, please proceed to Question No. 4. If you answered "NO" to Question No. 3, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

4. What amount of damages do you award to Plaintiff, the Estate of David Boshea, against Defendant Compass Marketing, Inc. for breach of contract?

\$ 1,020,000

Please proceed to Question 5.

5. Do you find that Plaintiff, the Estate of David Boshea, has proven by a preponderance of the evidence that Mr. Boshea's estate is entitled to receive prejudgment interest on the amount owed to him, calculated at the legal rate of 6% per year?

YES ☒ NO ☐

Please proceed to Question No. 6.

## II. Maryland Wage Payment and Collection Law

6. Do you find that Plaintiff, Mr. Boshea, proved by a preponderance of the evidence that Defendant Compass Marketing, Inc. violated the Maryland Wage Payment and Collection Law by failing to pay severance to David Boshea?

YES ☒ NO ☐

If you answered YES" to Question No. 6, please proceed to Question No. 7.

If you answered "NO" to Question No. 6, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

7. Do you find that Defendant Compass Marketing, Inc. has proven by a preponderance of the evidence that its failure to pay severance to David Boshea in the amount of \$540,000 was the result of a bona fide dispute (i.e., in good faith)?

YES ☐ NO ☒

If you answered "YES" to Question No. 7, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

If you answered "NO" to Question No. 7, please proceed to Question No. 8.

8. What is the amount of severance that Compass Marketing, Inc. owed to David Boshea?

\$ 540,000

Please proceed to Question No. 9.

9. Do you find that the absence of a bona fide dispute regarding the payment of severance owed by Compass to Mr. Boshea warrants an award of additional damages to the Estate of David Boshea, pursuant to the Maryland Wage Payment and Collection Law?

YES ☒ NO ☐

If you answered "YES" to Question No. 9, please proceed to Question No. 10.

If you answered "NO" to Question No. 9, please proceed to the date and signature lines below and notify the Marshal that you have reached a verdict.

10. In your discretion, you may award additional damages to the Estate of David Boshea under the Maryland Wage Payment and Collection Law. Specifically, you may award an amount ranging from \$0 to \$1,080,000. Please specify the amount on the line below.

\$ 480,000

Please proceed to date and signature lines below.

**JURY FOREPERSON MUST DATE AND SIGN IMMEDIATELY BELOW.**

Date: 8-7-25

**SIGNATURE REDACTED**

Jury Foreperson

Please inform the Marshal that you have reached a verdict.